

### **REMARKS**

Claims 1-7, 107-112, 184-186 and 189-191 are pending. Claims 8-25, 82-85, 87-92, 95-106, 113-118, 120-129, 187 and 192-201 were withdrawn in an earlier election. This Amendment amends claims 1, 107 and 184. In an Office Action mailed October 31, 2006, claims 1, 3-7, 107, 109-112 and 185-186 were rejected as obvious over U.S. Patent No. 4,725,718 to Sansone et al. ("Sansone") in view of U.S. Patent No. 5,085,470 to Peach et al. ("Peach"). Claims 2, 5, 108, 111 and 189-191 were rejected as obvious over Sansone in view of Peach in further view of U.S. Patent No. 5,586,036 to Pintsov ("Pintsov").

Applicants thank the Examiner for the courtesy extended to Applicants' representative during the phone interview conducted January 30, 2007, a summary of which is included in the following remarks.

#### **Peach Does Not Teach or Suggest A Financial Transaction As Recited in the Claims.**

Claims 1 and 107 recite, in relevant part, "an additional payment amount" that is "deposited in an account belonging to the payee **when the mail piece is processed by a mail piece carrier.**" Similarly, claim 184 recites "depositing the additional payment amount in an account belonging to the payee **when the mail piece is processed by a mail piece carrier.**" Peach does not teach or suggest such a transaction.

As discussed during the interview, Peach describes methods for creating multiple "coupons, checks or other promotional items." Abstract. The "checks" described in Peach are standard banking checks, as evidenced by the use of bank routing and transit numbers. *See* col. 11, line 67 – col. 12, line 3. Presumably, a recipient of the check may cash the promotional check at a bank after receiving it. There is no indication in Peach that any financial transaction is performed when the mail piece is processed by a mail piece carrier. In fact, the postal information is separate and removable from the check:

The postal bar code 122 is printed on tear-away strip 154, while the banking and checking account information...is printed on a remainder 156...The customer receiving the card, however, is instructed to fold the card along perforations 146 and tear, to remove strip 154 **prior to depositing or otherwise negotiating the**

**check.** This removes bar code representation 122 from the check, to eliminate any possibility of the bar code representation interfering with an accurate reading of the magnetically readable character font area conveying the banking and checking account information.

Col. 12, lines 41-46 and 52-60 (emphasis added); *see also* col. 11, lines 51-58; col. 12, lines 37-60; Fig. 6. The financial transaction suggested in Peach – i.e., cashing the check – is not performed when a mail piece carrier processes the mail piece. Rather, the recipient may cash the check only *after* receiving it. There is no suggestion in Peach that a payment amount is, can, or should be deposited in an account belonging to a payee (in this case, the recipient), “when the mail piece is processed by a mail piece carrier” as recited in the claims. For at least this reason, Peach does not render the recited claims obvious.

#### **Sansone Does Not Remedy the Defects of Peach.**

Sansone describes a postage indicium that includes recipient address information. Col. 2, lines 34-36. This indicium is intended to replace a standard postage indicium:

The advantage of the system shown and described is that one is able to eliminate the standard postage indicia that has been in practice for decades and still provide the assurance associated therewith.

Col. 5, lines 17-20. The promotional items described in Peach use such a standard postage indicium. *See* Figs. 6 (116) and 7 (162). According to Peach, a postcard on which a promotional item is printed is “preferably **preprinted** with certain information, for example...indication of prepaid postage at 116.” Col. 11, lines 51-58 (emphasis added). However, as previously described, this prepaid postage indicator is entirely separate from the promotional item, such as a bank check, that is printed on the postcard. Col. 11, lines 51-58; col. 12, lines 37-60; Fig. 6. Thus, *at most* the combination of Sansone and Peach teaches a promotional item as described in Peach, where the postage indicium includes recipient address information as described in Sansone. Sansone and Peach do not teach any additional functionality – e.g., depositing a payment amount – when the mail piece is processed. For at least this reason alone, Sansone and Peach fail to render the claims obvious. Withdrawal of the rejection and reconsideration is respectfully requested.

**Pintsov Does Not Remedy the Defects of Sansone and Peach.**

Pintsov was cited for the use of digital signatures for “origin authentication, data integrity, and signer non-repudication,” (Office Action, p. 3-4) but it does not teach or suggest a transaction that is conducted when the mail piece is processed by a mail piece carrier. Thus it does not remedy the defects of Sansone and/or Peach as described above.

Claims 2-7, 108-112, 185-186 and 189-191 depend from claims 1, 107 or 184, and are allowable for at least the same reasons. Withdrawal of the rejection and reconsideration is respectfully requested.

**Interview Summary**

The following summary is provided as required by M.P.E.P. §713.04. During the interview, no exhibits or demonstrations were shown or conducted. Claim 1 and the amendments to claim 1 presented above were discussed specifically, and claims 107 and 184 were discussed generally with reference to claim 1. U.S. Patent No. 5,085,470 to Peach et al. was discussed. Applicants’ representative argued that Peach does not suggest a payment that occurs when a mail piece is processed. The Examiner suggested that amendments similar to those presented with respect to claim 1, above, be submitted with respect to the other independent claims. No other pertinent matters were discussed.

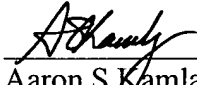
**Conclusion**

Based on the above remarks, Applicants believe the claims are in condition for allowance. The Commissioner is authorized to charge any fees or credit any overpayment to the deposit account of Kenyon & Kenyon LLP, Deposit Account No. 11-0600.

The Examiner is invited to contact the undersigned to discuss any matter concerning this application.

Respectfully submitted,

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